

76539

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PURCHASER'S ASSIGNMENT OF REAL ESTATE CONTRACT AND DEED

THE GRANTOR(S) DEAN M. BURK and SANDRA A. BURK, husband and wife

for whose receiver, do hereby assign, transfer and set over unto the GRANTEE, THE NATIONAL BANK OF COMMERCE OF SEATTLE, a national banking association, at its

Camas

, Washington, all right, title and interest of GRANTOR(S) in and to that certain real estate

Camas

Branch in

contract dated the 11th day of November, 1971, by and between

WILLIAM L. STEUER and ANNA R. STEUER, husband and wife

seller, and DEAN M. BURK and SANDRA A. BURK, husband and wife

as purchaser, for the sale and purchase of the following described real estate situated in the County of Skamania State of Washington, to-wit:

A tract of land located in the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 33, Township 2 North, Range 5 E.W.M., described as follows: BEGINNING at the northeast corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the said Section 33; thence west along the north line of said subdivision 662 feet; thence south 500 feet to the initial point of the tract hereby described; thence south 500 feet, more or less, to intersection with the center line of County Road No. 110, designated as the Washougal River Road; thence following the center line of said road in a westerly direction to intersection with the west line of the NW $\frac{1}{4}$ of the said Section 33; thence north along said west line to a point 500 feet south of the north line of said Section 33; thence east 658 feet, more or less, to the initial point; EXCEPT EASEMENT the west 299 feet of the above described tract.

SUBJECT TO: An easement for a water pipeline and the right to take water from a certain spring on the real estate under search and the right to repair and maintain the same, granted to Howard M. Lisman and Eileen D. Lisman, husband and wife, as more particularly described in an agreement dated July 6, 1964, and recorded, July 8, 1964, at page 80 of Book 53 of Deeds, under Auditor's File No. 63693, Records of Skamania County, Washington.

Dean M. Burk

Sandra A. Burk

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which said contract was on November 15, 1971, recorded in the office of the Auditor of said County under File No. 74153, and the GRANTOR(S) do hereby further convey and warrant the above described real property and all right, title and interest therein, now owned or hereafter acquired, to GRANTEE as security for existing indebtedness of GRANTOR(S) to GRANTEE in the principal amount of

* TWO THOUSAND SEVEN HUNDRED THREE AND 60/100 * * * * * Dollars (\$2,703.60), and interest, together with any and all renewals or extensions of the note or notes evidencing such indebtedness.

GRANTOR(S) agree at all times to perform or see to the performance for the benefit of the GRANTEE, all terms, covenants and conditions of said real estate contract, including but not limited to, (1) payment of taxes and assessments, (2) maintenance of insurance on all improvements now or hereafter situated or constructed on the real property above described with appropriate riders or endorsements showing GRANTEE'S interest as it may appear, (3) care and protection of said property and its improvements in good condition, (4) maintenance thereof free and clear of liens and encumbrances, and (5) due and timely payment of all moneys due and to become due thereunder. If the GRANTEE shall expend any of its own moneys to remedy or maintain any of the foregoing, the amounts so expended shall be secured hereby, be payable by GRANTOR(S) to GRANTEE on demand, and bear interest at the rate of ten percent (10%) per annum until paid.

All proceeds of insurance, awards in condemnation, and all other involuntary conversions of every type and nature shall be payable first to GRANTEE as its interest may appear.

It is expressly stated that the GRANTEE has not assumed, nor does it assume, any duty or obligation whatsoever to perform or see to the performance on the part of the purchaser or any other party of any terms, covenant, or condition of said contract.

In the event of breach of any term, covenant or condition of this assignment and deed, or in the payment of indebtedness secured hereby, then such indebtedness shall at GRANTEE'S option, become forthwith due and payable, and this assignment and deed may be foreclosed and the GRANTOR(S) shall be liable for deficiency judgment. In any suit or action to foreclose, or wherein the GRANTEE may be joined by reason of its interest, the GRANTOR(S) agree to pay to GRANTEE, in addition to costs of suit and title abstract, a reasonable sum as attorneys' fees, and all of said sums shall be secured hereby.

This assignment and deed, and all terms, covenants and conditions hereof, shall be binding upon the heirs, personal representatives, successors and assigns of the GRANTOR(S) and shall inure to the benefit of GRANTEE and its successors and assigns.

DATED this 1st day of August

No. 2106
TRANSACTION EXCISE TAX

AUG 1 1973

Amount Paid \$210.60

Notarial Acknowledgment
Skamania County Treasurer (Individual)

STATE OF WASHINGTON
COUNTY OF Clark

On this day personally appeared before me Dean M. Burk and Sandra A. Burk, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness Under my hand and official seal this first day of August 1973.

Notary Public in and for the State of Washington,
residing at Camas

NOTARIAL ACKNOWLEDGMENT
(Corporate)

STATE OF WASHINGTON
COUNTY OF Clark

this 1st day of August 1973, before me personally appeared and

known to be the individuals described in and who executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal (if affixed) in the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

/s/

Notary Public in and for the State of Washington,

residing at

CALL 581 5-71